

AGREEMENT TO INCREASE NATURAL RAINFALL.

(174).

MEMORANDUM of Agreement made this 10th day of August, A.D. 1905.

BETWEEN

CHARLES M. HATFIELD, of 444 S. Spring street, Los Angeles, in the State of California, United States of America.

of the first part ;

and

The Parties whose names are hereunto subscribed,

of the second part ;

WHEREAS, the said party of the first part undertakes and agrees that he is able by certain appliances to him known, to increase the natural rainfall in any locality to a great extent ;

AND, WHEREAS, by such increase in certain parts of the Yukon Territory the mining industry of the territory would be very greatly benefited ;

AND, WHEREAS, the said party of the first part has undertaken and agreed to increase the rainfall in such part or parts of the Yukon Territory as may be indicated to him by the board hereinafter provided for, to an amount sufficient to insure, so far as ample rainfall will, a successful and prosperous summer for the placer mining industry of the Dawson district, to the satisfaction of the said board on the following terms, that is to say :—

1. That he be furnished free of charge, transportation for himself and one assistant, and for said appliances from Los Angeles aforesaid to the part or parts of the Yukon Territory so selected, and from thence back to Los Angeles, and living expenses for himself and said assistant during their stay in the Yukon Territory for the purpose of so increasing the rainfall.

2. That if successful in producing such increase of rainfall in the Yukon Territory in such part or parts thereof as aforesaid, and renewing such increase from time to time for a period not exceeding four months as may be named by the said board, that he be paid in lawful money of the Dominion of Canada the sum of ten thousand (\$10,000.00) dollars, less the cost of such transportation and living expenses.

AND, WHEREAS, it is expected that the Commissioner in Council of the Yukon Territory will vote the sum of five thousand (\$5,000.00) dollars to be paid to the said party of the first part if successful to the satisfaction of the said board or a majority thereof, in increasing the said rainfall.

AND, WHEREAS, there remains the sum of five thousand (\$5,000.00) dollars to be collected by subscription for the purpose of paying or of providing for the payment of the balance of the said sum of ten thousand (\$10,000.00) dollars ;

NOW, THIS MEMORANDUM WITNESSETH, that for and in consideration of the premises and covenants on the part of the parties of the second part hereinafter contained and of the sum of one (\$.00) dollar of lawful money of the Dominion of Canada to the said party of the first part in hand well and truly paid for the execution of this memorandum, and of the further covenants and agreements on the part of the party of the first part and of the sum of one (\$1.00) dollar of lawful money as aforesaid to each of the parties of the second part in hand well and truly paid at or before the execution of this memorandum, the parties of the first and second part agree with one another and the parties of the second part agree severally and respectively the one with the other as follows :—

1. That the said board shall consist of seven (7) persons, to be selected as follows :

Three (3) by the commissioner of the Yukon Territory ;

Three (3) by the party of the first part,

And one (1) an umpire, to be selected by the six (6) selected as aforesaid and by the commissioner of the Yukon Territory, if said six (6) within five (5) days after the appointment of the last of said six (6) fail to select such one as umpire.

2. That notice of the appointment by the party of the first part of the three (3) members of said board, with their names, residences and occupations, will be furnished by the commissioner of the Yukon Territory forthwith upon the same being selected by the party of the first part, and that the name of the umpire shall forthwith upon his selection, if selected by the six (6) members appointed by the party of the first part and the commissioner, be communicated to the said commissioner forthwith.

3. That the decision of said board or of a majority thereof shall be final and conclusive and binding on all the parties to this memorandum.

And the party of the first part for and in consideration of the premises and of the covenants and agreements on the part of the parties of the second part hereinbefore mentioned, covenants and agrees to and with the party of the second part, as follows :—

1. That upon being furnished with free transportation as aforesaid for himself and one assistant, and for said appliances, he will arrive at Dawson in said territory not later than May 1, 1906.

2. That he will forthwith after his arrival name three persons as members of said board and communicate the names, residences and occupations of such persons to the said commissioner.

3. That he will then endeavour to increase the rainfall in such part of the said Yukon Territory as said board shall from time to time indicate to him.

4. That he will continue to endeavour to increase said rainfall for such period as the board directs, not, however, exceeding four months.

5. And that if, in the opinion of the majority of said board he has not succeeded to increasing said rainfall to such amount as aforesaid, that he will make no further charge of any kind whatsoever against the parties hereto or any of them.

And the parties of the second part, whose names are hereto subscribed, for and in consideration of the premises and of the covenants and agreements on the part of the party of the first part hereinbefore referred to, covenant and agree to and with the party of the first part and with each other as follows :—

That if the Commissioner in Council has voted the sum aforesaid, each of them will within ten (10) days after the arrival of the party of the first part in Dawson within the time aforesaid, pay to the comptroller of the Yukon Territory, as trustee, the sum set opposite his name as subscribed hereto, to be paid by the said comptroller to the party of the first part immediately upon the said board or a majority thereof deciding that operations have been successful to such amount as aforesaid in producing such

increase of rainfall, but to be repaid to the person paying the same to the said comproller if the said decision of the said board be otherwise.

IN WITNESS WHEREOF the parties of this memorandum have hereunto subscribed and set their hands and seals the day and year first above written.

Signed, Sealed and Delivered }
In presence of }

J. T. Lithgow, Norwood Water Co., per H. H. Norwood, Mgr.	\$ 1,000
Anglo-Klondyke Mg. Co.'y, by Geo. T. Coffey, Mgr..	1,000
O. R. Brener.	500
J. F. Burke.	500
Canadian Klondyke Mining Co., Ltd, Geo. Hargreaves, G.M.	500
The White Channel Gold Hill Hydraulic, Ltd., Ed. Simpson, Treasurer.	500
Bonanza Creek, Gold Mining Co., Ltd., E. Weinheim, Mgr.	500
Max T. Keller, witness, A. J. Beaudette.	250
J. N. Redmond, Frank Redmond, witness, A. J. Beaudette..	250
Chas M. Hatfield, Witnessed by S. E. Hatfield.	

Certified a true copy,

J. T. LITHGOW,
Comptroller.

State of California, }
County of Los Angeles. }

On this 26th day of August, in the year nineteen hundred and five, before me, O. P. Lockhart, a notary public, in and for the said county of Los Angeles, state of California, residing therein, duly commissioned and sworn, personally appeared Chas. M. Hatfield, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

O. P. LOCKHART,
Notary Public in and for the said County.

